

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER		PAGE 1 OF 10	
2. CONTRACT NO. GS-001-10-AA-C-0140	3. AWARD/EFFECTIVE DATE JUN 30, 2010	4. ORDER NUMBER	5. SOLICITATION NUMBER GS-001-10-AA-C-0140
7. FOR SOLICITATION INFORMATION CALL: (b) (6)		6. TELEPHONE NUMBER (If no call center) (b) (6)	
8. SOLICITATION ISSUE DATE JUN 03, 2010		9. OFFER DUE DATE/LOCAL TIME JUN 09, 2010 12:00 PM ET	

9. ISSUED BY
 CENTRAL OFFICE CONTRACTING DIVISION
 1800 F STREET, NW
 ROOM G-241
 WASHINGTON DC 20405

10. THIS ACQUISITION IS
☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR:
☐ SMALL BUSINESS ☐ EMERGING SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ 8(A)
 NAICS:
 SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☐ SEE SCHEDULE

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ☐
 13b. RATING
 14. METHOD OF SOLICITATION
☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO
 See Schedule

16. ADMINISTERED BY
 CENTRAL OFFICE CONTRACTING DIVISION
 1800 F STREET, NW
 ROOM G-241

17a. CONTRACTOR/OFFEROR
 CODE 00008363 FACILITY CODE
 DUN & BRADSTREET, INC.
 4350 N. FAIRFAX DRIVE
 SUITE 650
 ARLINGTON VA 222031620

18a. PAYMENT WILL BE MADE BY
 CODE BCEB
 FINANCIAL OPER & DISBURSEMENT BRANCH
 P O BOX 419279
 KANSAS CITY MO 64141

TELEPHONE NO.

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER ☐
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
Please	see continuation page for line item details.				

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA
 See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only) (b) (4)
 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☒ ARE NOT ATTACHED

CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

28. AWARD OF CONTRACT: REF. OFFER
 DATED JUN 23, 2010. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR


31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)


30b. NAME AND TITLE OF SIGNER (Type or print)
 BRIAN WILLIAMS, AVP

31b. NAME OF CONTRACTING OFFICER (Type or print)
 Danny Garo
 31c. DATE SIGNED
 JUN 29, 2010

AUTHORIZED FOR LOCAL REPRODUCTION
 PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2005)
 Prescribed by GSA - FAR (48 CFR) 53.212

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

PAGE 1 OF 10

2. CONTRACT NO. GS-001-10-AA-C-0140	3. AWARD/EFFECTIVE DATE JUN 30, 2010	4. ORDER NUMBER	5. SOLICITATION NUMBER GS-001-10-AA-C-0140	6. SOLICITATION ISSUE DATE JUN 03, 2010
7. FOR SOLICITATION INFORMATION CALL: a. NAME Danny (b) (6)			b. TELEPHONE NUMBER (No collect) (b) (6)	8. OFFER DUE DATE/ LOCAL TIME JUN 09, 2010 12:00 PM ET

9. ISSUED BY CENTRAL OFFICE CONTRACTING DIVISION 1800 F STREET, NW ROOM G-241 WASHINGTON DC 20405	CODE ACMD	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR NAICS: SIZE STANDARD:	<input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS Net 30	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP
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15. DELIVER TO See Schedule	CODE	16. ADMINISTERED BY CENTRAL OFFICE CONTRACTING DIVISION 1800 F STREET, NW ROOM G-241	CODE ACMD
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17a. CONTRACTOR/OFFEROR DUN & BRADSTREET, INC. 4350 N. FAIRFAX DRIVE SUITE 650 ARLINGTON VA 222031620	CODE 00008363	FACILITY CODE	18a. PAYMENT WILL BE MADE BY FINANCIAL OPER & DISBURSEMENT BRANCH P O BOX 419279 KANSAS CITY MO 64141	CODE BCEB
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(b) (4)

TELEPHONE NO.	17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
Please	see continuation page for line item details.				

(b) (4)

(Use Reverse and/or Attach Additional Sheets as Necessary)	28. TOTAL AWARD AMOUNT (For Govt. Use Only) (b) (4)
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ATTENTION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	ARE <input type="checkbox"/> ARE NOT ATTACHED
TYPE/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED

CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND MAINTAIN SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY OTHER SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	29. AWARD OF CONTRACT: REF. OFFER DATED JUN 23, 2010 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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FOR/CONTRACTOR (b) (6)	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) (b) (6)
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30c. DATE SIGNED (b) (6)	31b. NAME OF CONTRACTING OFFICER (Type or print) Danny Garo	31c. DATE SIGNED JUN 29, 2010
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SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0001	<p>D&B SUBSCRIPTION SERVICES BASE PERIOD</p> <p>IAW the contract, the contractor shall provide Dun and Bradstreet subscription services for a base period of 36 months. This 36 month base period shall be incrementally funded on a 14,14, and 8 month cycle. Firm Fixed Price (FFP)</p> <p>Accounting and Appropriation Data: 2010 296X 00 ED15.F0015100.516.FDF90.IAEPMO (b) (4)</p> <p>DELIVERY DATE: 06/30/2010 SHIP TO: ACQUISITION ENVIRONMENT DIVISION (VSI) 2011 CRYSTAL DRIVE SUITE 911 ARLINGTON VA 22202 FOB : Destination Period of Performance: 06/30/2010 to 06/29/2013 Pricing Option: Firm-Fixed-Price</p>	1.00	EA	(b) (4)	
0002	<p>D&B SUBSCRIPTION SERVICES OPTION YEAR 1</p> <p>IAW the contract, the contractor shall provide Dun and Bradstreet subscription services. Firm Fixed Price (FFP)</p> <p>DELIVERY DATE: 06/30/2010 SHIP TO: ACQUISITION ENVIRONMENT DIVISION (VSI) 2011 CRYSTAL DRIVE SUITE 911 ARLINGTON VA 22202 FOB : Destination Period of Performance: 06/30/2013 to 06/29/2014 Pricing Option: Firm-Fixed-Price</p>	1.00	YR	(b) (4)	
0003	<p>D&B SUBSCRIPTION SERVICES OPTION YEAR 2</p> <p>IAW the contract, the contractor shall provide Dun and Bradstreet subscription services. Firm Fixed Price (FFP)</p> <p>DELIVERY DATE: 06/30/2010 SHIP TO: ACQUISITION ENVIRONMENT DIVISION (VSI) 2011 CRYSTAL DRIVE SUITE 911 ARLINGTON VA 22202 FOB : Destination Period of Performance: 06/30/2014 to 06/29/2015 Pricing Option: Firm-Fixed-Price</p>	1.00	YR	(b) (4)	
0004	<p>D&B SUBSCRIPTION SERVICES OPTION YEAR 3</p>	1.00	YR	(b) (4)	

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
	<p>IAW the contract, the contractor shall provide Dun and Bradstreet subscription services. Firm Fixed Price (FFP) [REDACTED] DELIVERY DATE: 06/30/2010 SHIP TO: ACQUISITION ENVIRONMENT DIVISION (VSI) 2011 CRYSTAL DRIVE SUITE 911 ARLINGTON VA 22202 FOB : Destination Period of Performance: 06/30/2015 to 06/29/2016 Pricing Option: Firm-Fixed-Price</p>				
0005	<p>D&B SUBSCRIPTION SERVICES OPTION YEAR 4</p> <p>IAW the contract, the contractor shall provide Dun and Bradstreet subscription services. Firm Fixed Price (FFP) DELIVERY DATE: 06/30/2010 SHIP TO: ACQUISITION ENVIRONMENT DIVISION (VSI) 2011 CRYSTAL DRIVE SUITE 911 ARLINGTON VA 22202 FOB : Destination Period of Performance: 06/30/2016 to 06/29/2017</p>	1.00	YR	(b) (4)	OPT
0006	<p>D&B SUBSCRIPTION SERVICES OPTION YEAR 5</p> <p>IAW the contract, the contractor shall provide Dun and Bradstreet subscription services. Firm Fixed Price (FFP) DELIVERY DATE: 06/30/2010 SHIP TO: ACQUISITION ENVIRONMENT DIVISION (VSI) 2011 CRYSTAL DRIVE SUITE 911 ARLINGTON VA 22202 FOB : Destination Period of Performance: 06/30/2017 to 06/29/2018 Pricing Option: Firm-Fixed-Price</p>	1.00	YR	(b) (4)	OPT
0007	<p>D&B SUBSCRIPTION SERVICES- SECTION 508</p> <p>The contractor shall be compliant with section 508 within 6 months after contract award.</p> <p>DELIVERY DATE: 12/31/2010 SHIP TO: ACQUISITION ENVIRONMENT DIVISION (VSI) 2011 CRYSTAL DRIVE SUITE 911 ARLINGTON VA 22202 FOB : Destination</p>	1.00	EA	(b) (4)	NTE

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0008	<p>Period of Performance: 06/30/2010 to 12/31/2010 Pricing Option: Firm-Fixed-Price</p> <p>D&B SUBSCRIPTION SERVICES AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) SUPPORT OPTION</p> <p>IAW the contract, the contractor shall provide Dun and Bradstreet subscription services. Firm Fixed Price (FFP)</p> <p>DELIVERY DATE: 06/30/2010 SHIP TO: ACQUISITION ENVIRONMENT DIVISION (VSI) [REDACTED] DRIVE [REDACTED] SUITE 911 ARLINGTON VA 22202 FOB : Destination Period of Performance: 10/01/2010 to 09/30/2011</p>	1.00	YR	(b) (4)	

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SECTION I CONTRACT CLAUSES

I. 1 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(Reference 52.204-4)

I. 2 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)

(Reference 52.204-7)

I. 3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(Reference 52.209-7)

I. 4 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009)

(Reference 52.212-4)

I. 5 52.217-2 CANCELLATION UNDER MULTI-YEAR CONTRACTS (OCT 1997)

(Reference 52.217-2)

I. 6 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (APR 2008)

(Reference 52.219-9)

I. 7 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

(Reference 52.233-4)

I. 8 552.203-71 RESTRICTION ON ADVERTISING (SEP 1999)

(Reference 552.203-71)

I. 9 52.209-8 UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by entering the required information in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

(b)

(1) The Contractor will receive notification when the Government posts new information to the Contractor##s record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) With the exception of the Contractor, only Government personnel and authorized users performing business on behalf of the Government will be able to view the Contractor##s record in the system. Public requests for system information will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

I. 10 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2010)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest after Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)). (15 U.S.C. 657a).

X (3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-11, American Recovery and Reinvestment Act--Reporting Requirements (MAR 2009) (Pub. L. 111-5).

(5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

(6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(7) [Reserved]

(8)

(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-6.

(iii) Alternate II (Mar 2004) of 52.219-6.

(9)

(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

X (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

(11)

X (i) 52.219-9, Small Business Subcontracting Plan (Apr 2008) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (Oct 2001) of 52.219-9.

(iii) Alternate II (Oct 2001) of 52.219-9.

(12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

X (13) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(14)

(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (June 2003) of 52.219-23.

(15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

X (18) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

X (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Aug 2009) (E.O. 13126).

X (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

X (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

X (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

X (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

X (26) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(27)

(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).

(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

(28) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

(29)

(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

(ii) Alternate I (Dec 2007) of 52.223-16.

X (30) 52.225-1, Buy American Act-Supplies (Feb 2009) (41 U.S.C. 10a-10d).

(31)

(i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

(ii) Alternate I (Jan 2004) of 52.225-3.

(iii) Alternate II (Jan 2004) of 52.225-3.

(32) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (33) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.##s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(36) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(37) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (38) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(39) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(40) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

X (41) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(42)

X (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-41, Service Contract Act of 1965 (Nov 2007)

(41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007)

(41 U.S.C. 351, et seq.).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009)

(41 U.S.C. 351, et seq.).

(7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

(8) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007)

(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e) (1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5). Applies to subcontracts funded under the Act.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) [Reserved].

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.).
(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).
(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241 (b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
(End of Clause)

I. 11 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30
(End of Clause)

I. 12 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 8 YEARS 6 MONTHS
(End of Clause)

I. 13 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 14 MONTHS The Government? s obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 29 AUGUST 2011 until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.
(End of Clause)

I. 14 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
WWW.ACQUISITION.GOV/FAR
(End of Clause)